

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

LEON WEINGRAD, individually and on behalf of a class of all persons and entities similarly situated,

Plaintiff

vs.

QUOTEWIZARD.COM, LLC

Defendant.

Case No. 1:25-cv-00002-JPW

DECLARATION OF LEON WEINGRAD

1. My name is Leon Weingrad. I am over 18 years old. I can testify competently to the undersigned statements.
2. My telephone number 503-XXX-XXXX is on the National Do-Not-Call Registry.
3. My telephone number 503-XXX-XXXX is a residential cellular telephone number.
4. I am the user of 503-XXX-XXXX.
5. The 503-XXX-XXXX number is registered in my name and I am the subscriber of record.

6. I obtained the 503-XXX-XXXX number in July of 2024. It has been my number continually since that time.

7. This number is used for personal, family, and household purposes. I do not use it for business purposes or business use at all.

8. I have never used the number for business purposes or business use.

9. I do not know anyone named Gary Williams and have never met someone by that name.

10. I did not give Gary Williams permission to provide consent on my behalf to receive calls, text messages, or arbitrate claims in any manner whatsoever.

11. I have never visited the Rate Kick website, ratekick.com, nor ever seen any of its contents or terms and conditions, prior to the Defendant filing its motion.

12. I am not and have never been a customer of Rate Kick, QuoteWizard, or LendingTree, nor entered into any contract or agreement with them.

13. I would never have visited the Rate Kick website because at the time I had active and paid-up auto insurance and would have no reason to look for the same.

14. As such, I had no notice of the arbitration provision on Rate Kick's website and certainly did not agree to such provision because I did not visit the website at all.

15. I did not have any notice of those terms and conditions until the Defendant filed its motion.

16. I certainly did not agree to arbitrate my claims against the Defendant, nor would I ever have agreed to do so.

17. I have never inputted any information, let alone the name Gary Williams, into the Rate Kick website, nor directed anyone to do so.

18. I also understand that the purported website visit relied upon by the Defendant lists an approximate geographic location as Islamabad, Pakistan.

19. I have never been to Pakistan.

20. I do not know anyone in Pakistan.

21. I do not have any access to any computers or internet in Pakistan.

22. I have no idea how I could possibly "spoof" my geographic location when visiting a website to appear as if it was coming from Pakistan. I do not possess those technical skills.

23. I have never agreed to arbitrate my claims against Rate Kick, QuoteWizard, or LendingTree, which I understand is QuoteWizard's parent.

24. I have reviewed the other assertions in the Defendant's motion. They are perplexing and utterly false.

25. I do not use multiple telephone numbers to manufacture TCPA cases.

26. I do not manufacture TCPA cases, period.

27. As a consumer protection advocate, I have filed several lawsuits alleging violations of the Telephone Consumer Protection Act.

28. I am sometimes confused or perplexed by the calls I received, some of which appear to be made looking for an individual named "Joseph Arnold," who I believe, but do not know for sure, was the previous person to whom my telephone number was assigned.

29. As such, I sometimes receive unwanted calls for a person named "Joseph Arnold."

30. I did not give Joseph Arnold permission to provide consent on my behalf to receive calls, text messages, or arbitrate claims in any manner whatsoever.

31. Even so, identifying the origin of these callers who place unwanted and illegal calls to me is virtually impossible without engaging the callers in their telemarketing script in order to obtain their true corporate identities. Otherwise, the callers are impossible to identify and hold accountable for their actions.

32. My actions in investigating the callers who illegally call me by engaging with their telemarketing scripts does not place me in a position to invite calls or deprive me of the injury these calls inflict upon me. Rather, my engagement with the callers who call me occurs only during the course of the illegal and unsolicited calls that they place to me on their own accord, without any interaction nor intervention from me. This engagement, in turn, only allows me to identify the callers who break the law by concealing their identities.

33. To be clear, I do nothing to precipitate the illegal calls and messages which are placed to me. I do not want these communications, but they continue to be placed to me. They are highly annoying and disruptive.

34. I have never proactively created or found TCPA claims nor entrapped businesses. I do not welcome nor invite these illegal calls and have taken measures for them to stop, including by placing my number on the Do-Not-Call Registry and holding those who call me accountable for their actions.

35. I was harmed by the Defendant's calls and text messages. Illegal calls are frustrating, obnoxious, and annoying. They are a nuisance and disturbed my solitude.

36. My number is on the Do-Not-Call Registry, and I did not provide any consent for anyone to send this call to me, especially not through the use of an artificial or prerecorded voice.

37. I do not and have never welcomed nor wanted illegal calls and do nothing to receive or deserve them. My injury was done completely at the hands of Defendant, who took it upon itself to call me using a prerecorded message in violation of the TCPA.

38. I brought this case as a class action because I know that there are likely thousands more people in a similar situation such as myself, having received calls from Defendant without their consent.

39. I was not paid by anyone to investigate these calls.

40. I brought this case not for personal motives or financial gain, but as a bulwark for the rights of consumers against illegal telemarketing. I was not paid by anyone to do so.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 5th day of March 2025, in the United States of America,



Leon Weingrad (Mar 5, 2025 15:39 PST)

Leon Weingrad